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6 Attorneys for Plaintiff,  
7 SANDRA CERVANTES

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 SANDRA CERVANTES,

11 Plaintiff,

12 vs.

13 JAGUAR LAND ROVER NORTH  
14 AMERICA, LLC; and DOES 1 through  
15 10, inclusive,

16 Defendants.  
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Case No. 2:21-cv-05700-MCS-RAO

Hon. Mark C. Scarsi

**DECLARATION OF BREITA  
LINNELL IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
ATTORNEY FEES, COSTS AND  
EXPENSES**

Date: November 13, 2023  
Time: 9:00 a.m.

**DECLARATION OF BREITA LINNELL**

I, Breita Linnell, declare as follows:

1. I am an attorney admitted to the Bar of the State of California. I am an attorney with Strategic Legal Practices, APC (“SLP”), counsel of record for Plaintiff Sandra Cervantes (“Plaintiff”) in the above-entitled action. My knowledge of the information and events described therein derives from a combination of my personal knowledge and a careful review of relevant court records and communications with other attorneys, and if called as a witness, I could and would competently testify to the information contain herein.

2. I submit this declaration in support of the Plaintiff’s Motion for Attorneys’ Fees, Costs and Expenses.

**Background Facts Underlying the Litigation**

3. In or around September 7, 2015, Plaintiff purchased a 2016 Land Rover Range Rover vehicle identification number SALWG2VF9GA547540, (hereafter “Vehicle”) which was manufactured and or distributed by Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC (“Defendant” or “JLRNA”) for approximately \$91,992.60. Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff’s Purchase Agreement.

4. In connection with the purchase, Plaintiff entered into a warranty contract with Defendant which contained various warranties, including but not limited to the bumper-bumper warranty (4 year/50,000 miles), powertrain warranty (4 year/50,000 miles), emission warranty, etc. In addition, to the these warranties, Defendant also provided Plaintiff with a California Emission Warranty, which Plaintiff requests Defendant produce as part of its discovery obligations in this case

5. During the warranty period, the Vehicle contained or developed defects, including but not limited to, the electrical system; the engine; and/or any

1 other defects described in the Vehicle's repair history. Said defects substantially  
2 impair the use, value, or safety of the Vehicle.

3 6. According to the repair orders, Plaintiff presented the Subject Vehicle  
4 to Defendant on multiple occasions with concerns relating to Vehicle defects.

5 7. On or about February 3, 2016, with approximately 3,017 miles on the  
6 odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair  
7 facility with various concerns, engine concerns. The authorized repair facility  
8 performed repairs. The Vehicle was at the facility for 3 days.

9 8. On or about July 9, 2016, with approximately 5,305 miles on the  
10 odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair  
11 facility with various concerns, including electrical and engine concerns. The  
12 authorized repair facility performed repairs. The Vehicle was at the facility for 3  
13 days.

14 9. On March 29, 2018, with approximately 15,764 miles on the odometer,  
15 Plaintiff presented the Subject Vehicle to Defendant's authorized repair facility with  
16 various concerns, including electrical and engine concerns. The authorized repair  
17 facility performed repairs. The Vehicle was at the facility for 3 days.

18 10. On or about June 11, 2020, with approximately 29,017 miles on the  
19 odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair  
20 facility with various concerns, including electrical and engine concerns. The  
21 authorized repair facility performed repairs. The Vehicle was at the facility for 5  
22 days.

23 11. On or about July 28, 2021, with approximately 33,832 miles on the  
24 odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized repair  
25 facility with various concerns, including suspension and engine concerns. The  
26 authorized repair facility performed repairs. The Vehicle was at the facility for 3  
27 days.

28 12. On or about September 10, 2021, with approximately 34,365 miles on

1 the odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized  
2 repair facility with various concerns, including engine concerns. The authorized  
3 repair facility performed repairs. The Vehicle was at the facility for 14 days.

4 13. On or about September 30, 2021, with approximately 34,419 miles on  
5 the odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized  
6 repair facility with various concerns, including engine concerns. The authorized  
7 repair facility performed repairs. The Vehicle was at the facility for 16 days.

8 14. On or about November 9, 2021, with approximately 34,786 miles on  
9 the odometer, Plaintiff presented the Subject Vehicle to Defendant's authorized  
10 repair facility with various concerns, including electrical and engine concerns. The  
11 authorized repair facility performed repairs. The Vehicle was at the facility for 24  
12 days.

13 **Litigation Efforts Resulting in Outstanding Settlement for Plaintiff**

14 15. On June 17, 2022, Plaintiff filed her Complaint in state court alleging  
15 various Song-Beverly claims against JLRNA.

16 16. On July 1, 2022, Plaintiff served Defendant her discovery requests  
17 including Form Interrogatories, Request for Admissions, Request for Production, and  
18 Special Interrogatories.

19 17. On August 12, 2022, the case was Removed to the Central District  
20 Court.

21 18. On August 17, 2022 Defendant filed its Answer to Plaintiff's  
22 Complaint.

23 19. On October 3, 2022, Plaintiff filed the Joint Report R. 26(f) Discovery  
24 Plan.

25 20. On November 1, 2022, Plaintiff served her Federal discovery requests  
26 including Interrogatories and Request for Productio; and Notice of Rule 30(6)(b)  
27 Deposition.  
28

1           21. On November 11, 2022 Defendant served up Plaintiff its discovery  
2 requests and Notice of Plaintiff's Deposition.

3           22. On November 23, 2022, Defendant served its Objections to Plaintiff's  
4 Notice of Deposition of Defendant's Person Most Knowledgeable.

5           23. On December 12, 2022, Plaintiff filed her Objection to Defendant's  
6 Notice of Deposition.

7           24. On January 6, 2023, Plaintiff serves her Initial Disclosures.

8           25. On January 6, 2023, Defendant serves its Responses to Plaintiff's  
9 Request for Production and Interrogatories.

10          26. On January 6, 2023, Plaintiff serves her responses to Defendant's  
11 Request for Production, Request for Admissions, and Interrogatories.

12          27. On April 17, 2023, Defendant serves its Initial Disclosures.

13          28. On April 19, 2023, Plaintiff serves her Designation of Expert Witness.

14          29. On May 15, 2023, Plaintiff serves her Rebuttal Expert Report.

15          30. On July 17, 2023, Defendant filed 4 Motions in Limine.

16          31. On July 18, 2023, Defendant filed the Joint Exhibit list and Witness List.

17          32. On August 1, 2023, Plaintiff filed her Oppositions to Defendant's  
18 Motions in Limine.

19          33. On August 11, 2023, Defendant accepted Plaintiff's 998 Offer of  
20 Judgment for \$103,122.85 in exchange for the Lemon Vehicle plus attorneys' fees,  
21 costs, and expenses. Defendant agrees Plaintiff is the prevailing party. A true and  
22 correct copy of Plaintiff's August 11, 2023 §998 Offer is attached here as **Exhibit 2**.

23  
24           **Plaintiff's Counsel Obtained an Excellent Recovery without Trial**

25          34. Had it not been for Plaintiff's counsel's continued vigilance and  
26 litigation efforts, Plaintiff would not have received the damages to which they were  
27 entitled per statute. Plaintiff's counsel demonstrated professionalism, thorough  
28 preparedness, and an undeterred desire to obtain a proper repurchase and civil penalty

1 for Plaintiff throughout litigation. This unwavering effort was justified by Plaintiff's  
2 counsel finally getting Defendant to acknowledge that the Plaintiff was ready,  
3 willing, and able to pursue this matter through to a jury verdict. Plaintiff's counsel's  
4 efforts resulted in a \$103,122.85 payment to Plaintiff, in exchange for return of  
5 Plaintiff's Lemon Vehicle, plus their attorneys' fees, costs, and expenses as  
6 determined by motion to the Court.

7 I declare under penalty of perjury under the laws of the State of California that  
8 the foregoing is true and correct.

9  
10 DATED: September 1, 2023

/s/ Breita Linnell  
Breita Linnell

# EXHIBIT 1



ID #: 502

**RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE**  
(WITH ARBITRATION PROVISION)

FORM# 2340 EUST# 6460013 DEAL# 63199  
STORE# 6592 Dealer Number #1004635 Contract Number 63199 R.O.S. Number Stock Number 6A547540

Buyer Name and Address (Including County and Zip Code) SANDRA CERVANTES 1324 GREENWOOD AVE TORRANCE CA LOS ANGELES 90504	Co-Buyer Name and Address (Including County and Zip Code) LAND ROVER ENCINO 15800 VENTURA BLVD. ENCINO, CA 91436	Seller-Creditor (Name and Address) LAND ROVER ENCINO 15800 VENTURA BLVD. ENCINO, CA 91436
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2016	LAND ROVER RANGE ROVER	5	SALWG2VF9GA547540	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
2.19 %	\$ 2,287.83 (e)	\$ 39,704.97	\$ 41,992.80 (e)	\$ 50,000.00 is \$ 31,992.80 (e)

(e) means an estimate

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of N/A	N/A	N/A
One Payment of N/A	N/A	N/A
One Payment of N/A	N/A	N/A
59	699.88	Monthly beginning 10/22/2015
N/A	N/A	N/A
One final payment	699.88	09/22/2020

**Late Charge:** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment: If you pay off all your debt early, you may be charged a minimum finance charge.

**Security Interest:** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$ 44,780.00 (A)
1. Cash Price Vehicle	\$ 74,478.00
2. Cash Price Accessories	N/A
3. Other (Nontaxable)	N/A
Describe N/A	\$ N/A
Describe N/A	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 80.00 (B)
C. Emissions Testing Charge (not a governmental fee)	N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid)	N/A (D)
E. (Optional) Theft Deterrent Device (to whom paid)	N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid)	N/A (F)
G. (Optional) Surface Protection Product (to whom paid)	\$ 400.00 (G)
H. (Optional) Surface Protection Product (to whom paid)	N/A (H)
I. EV Charging Station (to whom paid)	N/A (I)
J. Sales Tax (on taxable items in A through I)	\$ 6,746.22 (J)
K. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid)	\$ 29.00 (K)
L. (Optional) Service Contract (to whom paid)	\$ 5500.00 (L)
M. (Optional) Service Contract (to whom paid)	\$ 1475.00 (M)
N. (Optional) Service Contract (to whom paid)	\$ 400.00 (N)
O. (Optional) Service Contract (to whom paid)	\$ N/A (O)
P. (Optional) Service Contract (to whom paid)	\$ N/A (P)
Q. Prior Credit or Lease Balance paid by Seller to	(e) \$ N/A (Q)
(see downpayment and trade-in calculation)	N/A
R. (Optional) Gap Contract (to whom paid)	\$ N/A (R)
S. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A (S)
T. Other (to whom paid)	\$ N/A (T)
For N/A	\$ N/A (T)
Total Cash Price (A through T)	\$ 89,108.22 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees	\$ 487.00 (A)
B. Registration/Transfer/Titling Fees	\$ 101.00 (B)
C. California Tire Fees	\$ 8.75 (C)
D. Other	\$ N/A (D)
Total Official Fees (A through D)	\$ 596.75 (2)

3. Amount Paid to Insurance Companies

(Total premiums from Statement of Insurance column a + b)	\$ N/A (3)
4. State Emissions Certification Fee or State Emissions Exemption Fee	\$ N/A (4)
5. Subtotal (1 through 4)	\$ 89,704.97 (5)

6. Total Downpayment

A. Agreed Trade-In Value: Yr N/A Make N/A	\$ N/A (A)
Model N/A Odom N/A	
VIN N/A	
B. Less Prior Credit or Lease Balance (e)	\$ N/A (B)
C. Net Trade-In (A less B) (indicate if a negative number)	\$ N/A (C)
D. Deferred Downpayment	\$ N/A (D)
E. Manufacturer's Rebate	\$ N/A (E)
F. Other	\$ N/A (F)
G. Cash	\$ 5,000.00 (G)
Total Downpayment (C through G)	\$ 5,000.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 10 above)	
7. Amount Financed (5 less 6)	\$ 35,704.97 (7)

**STATEMENT OF INSURANCE**

NOTICE: This person is required to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

**Vehicle Insurance**

Term	Premium
\$ N/A Ded. Comp. Fire & Theft	N/A Mos. N/A
\$ N/A Ded. Collision	N/A Mos. N/A
Bodily Injury \$ N/A Limits	N/A Mos. N/A
Property Damage \$ N/A Limits	N/A Mos. N/A
Medical \$ N/A	N/A Mos. N/A
Total Vehicle Insurance Premiums	\$ N/A (8)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X  
Co-Buyer X  
Seller X

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Application for Optional Credit Insurance**

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life N/A Mos.	N/A	\$ N/A
Credit Disability N/A Mos.	N/A	\$ N/A
Total Credit Insurance Premiums		\$ N/A (9)

Insurance Company Name N/A

Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday; (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date; (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

N/A X  
Date Buyer Signature N/A Age N/A

N/A X  
Date Co-Buyer Signature N/A Age N/A

**OPTIONAL GAP CONTRACT** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1R of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L, 1M, 1N, 1O, and/or 1P.

1L Company Service Contract	Term 84 Mos. or 100,000 Miles
1M Company After Maintenance	Term 48 Mos. or Miles
1N Company Dent Zone	Term 84 Mos. or N/A Miles
1O Company N/A	Term N/A Mos. or N/A Miles
1P Company N/A	Term N/A Mos. or N/A Miles

Buyer X

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the

**SELLER ASSIGNED LOAN**  
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

**AUTO BROKER FEE DISCLOSURE**  
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject



CUSTOMER AUTHORITY IN LENDING CDP

### 1. FINANCE CHARGE AND PAYMENTS

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2. **YOUR OTHER PROMISES TO US**  
 a. If the vehicle is damaged, destroyed, or missing, You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

2. **YOUR OTHER PROMISES TO US**  
 a. If the vehicle is damaged, destroyed, or missing, You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

in the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you can under this contract and the proceeds of your insurance settlement and deductible. **THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT.** An optional gap contract (with cancellation contract) for coverage of the gap amount may be offered for an additional charge.

b. Using the vehicle, you agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our prior permission. You agree not to expose the vehicle to seizure, confiscation, or involuntary transfer if we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle; you agree to repay the amount when we ask for it.

c. **Security Interest.**

- The vehicle and all parts or goods installed on it
- All money or goods received (proceeds) for the vehicle
- All insurance, maintenance, service, or other contract we finance for you, and

\* All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as they law allows. You will make sure the title shows our secured interest first in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss or damage to the vehicle and the contents of the vehicle. The insurance must cover the entire value of the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may require you to pay for the deductible, interest and any interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charges you must pay. Insurance will be the best protection for the vehicle but it does not cover the loss of the vehicle's title. The purchase will be subject to a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce the amount we may be owed to repay the vehicle.

g. What happens to returned insurance, maintenance service, or other contract charges. If we get a refund for insurance, maintenance, service, or other contract charges, you agree that we may subtract this refund from what you owe.

100% 99% 98% 97% 96% 95% 94% 93% 92% 91% 90% 89% 88% 87% 86% 85% 84% 83% 82% 81% 80% 79% 78% 77% 76% 75% 74% 73% 72% 71% 70% 69% 68% 67% 66% 65% 64% 63% 62% 61% 60% 59% 58% 57% 56% 55% 54% 53% 52% 51% 50% 49% 48% 47% 46% 45% 44% 43% 42% 41% 40% 39% 38% 37% 36% 35% 34% 33% 32% 31% 30% 29% 28% 27% 26% 25% 24% 23% 22% 21% 20% 19% 18% 17% 16% 15% 14% 13% 12% 11% 10% 9% 8% 7% 6% 5% 4% 3% 2% 1% 0%

2. You may owe late charges. You will pay a late charge on each late payment as shown on the form. Acceptance of a late payment or late charge does not excuse your late payments or mean that you may stop making late payments.

b. You may have to pay all your owe at once, if you break your promises (default). We may demand that you pay if you owe on the contract at once, subject to any right the law gives you to terminate this contract. Default means:

- You give false, incomplete, or misleading information on a credit application.
- You start a proceeding in bankruptcy or one is started against you or your property.
- The vehicle is lost, damaged or destroyed, or

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due on other accounts.

c. You may have to pay collection costs. You will pay the reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid to other reasonable collection efforts. You agree to pay a charge of \$15.00 per month for each month you are in arrears on your payments.

d. We may take the vehicle from you, if you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle if we take the vehicle, any accessories

**e. Now you can get the vehicle back if we take it. If it replaces the vehicle, you may pay to get it back (redemption).**

you may redeem the vehicle by paying all you owe, or if you have the right to repossess this contract and redeem the vehicle by paying past due payments and any charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notice required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

**Will we allow the vehicle if you do not get it back?** If yes, do not refund; we will sell the vehicle. We will award you a written notice of sale before selling the vehicle.

**We will apply the money from this sale, less allowed expenses, to:** the amount you owe. Allowed expenses are expenses we pay for as a result of a breakdown of the testing or preparing it for sale, and selling it. **Keyring fees and costs** (the law permits, we also allowed expenses). If my money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money runs, the sale is not enough to pay the amount you owe, you must give the law money. If you do not pay this amount when we ask you to pay, we will sue you at the Atrium Police Station. Plate shown on the face of this contract, not to exceed the highest rate permitted by law until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe in one or more payments, we may earn benefits under these contracts and cancel them to obtain refunds of premium charges to reduce what you owe or reset the vehicle if the vehicle is a total loss because it is confiscated, damaged, or stolen; we may earn benefits under these contracts and cancel them to obtain refunds of premium charges to reduce what you owe.

4. **WARRANTY'S SELLER DISCLAIMER.** If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has any other certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el

**f. Servicing and Collection Contacts:**  
You agree that we may try to contact you in writing, by e-mail, or using pre-recorded or other voice messages, text messages, and automatic telephone dialing systems, at the last address you also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

**7. Applicable Law**  
Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refuse to perform any of our rights under this contract without losing them. For example, we may extend the time to making some payments without extending the time for making others.

8. **Warranties of Buyer.** You promise you have given true and correct information in your application for credit and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1606.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

2014年12月15日 星期二

CREDIT DISABILITY INSURANCE NOTICE  
CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payments, we cannot try to collect what you owe or foreclose upon or repossess any collateral until three calendar months after your last missed payment is due or until the insurance company pays or repays your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage is in arrears in foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid to settle. If the insurance company rejects the claim within the three calendar months or accepts it later, we will not be able to sue the insurance company for disability and you pay less for a total disability, you will have 90 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the total disability claim and the partial disability claim. We pay for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given. If the insurance company reaccepts your claim but requires that you send it additional money to maintain coverage for continued payments, you are deemed to have accepted the payment for the partial disability. You are required to pay the balance of the claim for the total disability. If the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

k. Seller agrees to deliver the vehicle to you on the date this Contract signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign this contract to any one of the financial institutions listed on this contract, you agree to accept the vehicle from Seller and pay for the vehicle in cash.

h. *Seiler* shall give you similar notice (as in any other manner in which actual notice is given) to *Seiler*, 10 days of the date this contract is signed if *Seiler* wishes to cancel. Upon receipt of such notice, you shall immediately refund the value to *Seiler* as the same appears on the above said statement and you shall assign to *Seiler* any and all rights back to you, all consideration received by him, including any profits

2. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Sedell in taking the vehicle from you, including reasonable attorney's fees.

g) While the vehicle is in your possession, all terms of the contract including those relating to use of the vehicle and insurance for it, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Sales.

PLEASE REVIEW IMPORTANT AFFECTS YOUR LEGAL RIGHTS

1 EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL

2 IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER OF ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

any interest in the vehicle or the contract with the lender. You agree not to assign the vehicle to anyone else without our written consent. You agree not to export the vehicle to another country without our written consent. If we pay any repair bills, storage bills, taxes, fees, or charges on the vehicle, you agree to repay the amount when we ask for it.

**6. Security Interest.**  
You give us a security interest in:  
• The vehicle and all parts or goods installed on it.  
• All money or goods received (proceeds) from the vehicle.  
• All insurance, maintenance, service, or other contracts we finance for you, and  
• All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.  
The amount of payment of all you owe on this contract, it also includes your other agreements in the contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written consent.

**7. Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we will require you to get physical damage insurance, as may either buy insurance that covers our interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of the contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

**8. What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**  
**a. You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.  
**b. You may have to pay all you owe at once.** If you break your promise to pay, we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to contest that demand. Default means:  
• You do not pay any payments on time.  
• You give false, incomplete, or misleading information on a credit application.  
• You start a proceeding in bankruptcy or one is started against you or your property.  
• The vehicle is lost, damaged or destroyed, or  
• You break any agreements in the contract.  
The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.  
**c. You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.  
**d. We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.  
**e. How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

**7. Applicable Law.**  
Federal law and California law apply to this contract if any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

**8. Warranties of Buyer.** You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

We advise the Borrowers of Credit, Vehicle Code Section 14601.1 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE**  
If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.  
If your disability insurance covers all of your missed payments, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due and until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.  
If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date the claim is rejected or the acceptance of the partial disability claim is sent to pay past due payments or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.  
If the insurance company accepts your claim and requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

**Seller's Right to Cancel**  
**a.** Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.  
**b.** Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.  
**c.** If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.  
**d.** While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

**ARBITRATION PROVISION**  
**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**  
**1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**  
**2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**  
**3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**  
Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision), and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute to be arbitrated by a single arbitrator on an individual basis and not on a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1400 Broadway, 10th Floor New York, New York 10019 ([www.adr.org](http://www.adr.org)), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Debtor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee at up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator. If the arbitrator finds that any of your claims is frivolous under applicable law, each party shall be responsible for its own attorney's fees and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.  
You and we waive the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to report a deficiency balance, or for monetary injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or novation of this contract. If any part of the Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be enforceable.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**  
The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns the vehicle to the borrower to:  
☐ Assigned with documents ☐ Assigned without resources ☐ Assigned with limited resources  
under the terms of Seller's agreement with Assignee.  
Seller: \_\_\_\_\_ Assignee: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Form No. 153-CA-ARB 7-13

# EXHIBIT 2



Tionna Dolin (SBN 299010)  
[tdolin@slpattorney.com](mailto:tdolin@slpattorney.com)  
**STRATEGIC LEGAL PRACTICES  
A PROFESSIONAL CORPORATION**  
1888 Century Park East, 19<sup>th</sup> Floor  
Los Angeles, CA 90067  
Telephone: (310) 929-4900  
Facsimile: (310) 943-3838

Attorney for Plaintiff  
SANDRA CERVANTES

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SANDRA CERVANTES,

Plaintiff,

vs.

JAGUAR LAND ROVER NORTH  
AMERICA, LLC; and DOES 1  
through 10, inclusive,

Defendants.

CASE NO.: 2:22-cv-05700-MCS-RAO  
Assigned to: Hon. Mark C. Scarsi

**PLAINTIFF'S STATUTORY OFFER TO  
COMPROMISE PURSUANT TO CODE  
OF CIVIL PROCEDURE § 998 TO  
JAGUAR LAND ROVER NORTH  
AMERICA, LLC**

Trial: August 22, 2023

**TO DEFENDANT JLRNA AND ITS ATTORNEYS OF RECORD:**

Pursuant to Code of Civil Procedure § 998, Plaintiff SANDRA CERVANTES (“Plaintiff”) offers to resolve this matter in its entirety and allow judgment to be entered in favor of Plaintiff and against Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC (hereinafter “JLRNA”) as to all causes of action to resolve this matter in its entirety as follows:

1. JLRNA will pay Plaintiff One Hundred Three Thousand One Hundred Twenty-Two Dollars and Eighty-Five Cents (\$103,122.85) to repurchase the 2016 Land Rover Range Rover (VIN: SALWG2VF9GA547540) that is the subject of this action (“Subject Vehicle”).

2. In addition, JLRNA agrees to also pay Plaintiff’s attorney’s fees, costs and expenses in an amount to be determined by noticed motion to the Court. JLRNA agrees Plaintiff is the prevailing party.

3. Within fourteen (14) days of accepting this offer, Plaintiff will provide JLRNA’s counsel with title for the Subject Vehicle.

4. Within forty-five (45) days of Plaintiff providing the title for the Subject Vehicle, Plaintiff will transfer possession of the Subject Vehicle to JLRNA with no liens or encumbrances, and will execute such documents as are necessary to transfer possession of and clear title to the Subject Vehicle to JLRNA on a mutually agreeable date and time at a mutually agreeable authorized JLRNA dealership.

5. No later than five (5) business days after the transfer of possession of the Subject Vehicle and execution of transfer documents as set forth in paragraph 4, JLRNA will transfer via automated clearing house to Plaintiff’s counsel of record the amount set forth in paragraph 1.

Defendant JLRNA can accept this Offer to Compromise by signing the Notice of Acceptance of Offer to Compromise below and return it to Plaintiff’s counsel within 30 days. If the Offer is accepted, the acceptance and the Offer will be filed with the court and a judgment shall be entered per its terms.

Dated: August 11, 2023

STRATEGIC LEGAL PRACTICES, APC

BY:



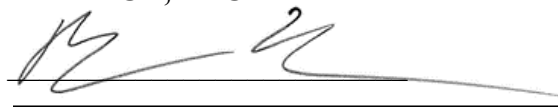
Tionna Dolin  
Attorneys for Plaintiff  
SANDRA CERVANTES

**NOTICE OF ACCEPTANCE OF OFFER**

I am authorized to accept Plaintiff SANDRA CERVANTES Code of Civil Procedure §998 Offer to Compromise directed to Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC. On behalf of Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC by my signature below, Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC accepts Plaintiff's Offer to Compromise.

Dated: August 11, 2023

**JAGUAR LAND ROVER NORTH  
AMERICA, LLC**



By: Bryan A. Reynolds

Its: Attorney for Defendant



**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Strategic Legal Practices, 1888 Century Park East, Floor 19, Los Angeles, California 90067.

On **August 11, 2023**, I served the document(s) described as:

**PLAINTIFF'S STATUTORY OFFER TO COMPROMISE**

on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Attorneys for Defendant

**BOWMAN AND BROOKE LLP**

970 West 190<sup>th</sup> St. Suite 700

Torrance, CA 90502

[Brian.takahashi@bowmanandbrooke.com](mailto:Brian.takahashi@bowmanandbrooke.com)

[Michael.chung@bowmanandbrooke.com](mailto:Michael.chung@bowmanandbrooke.com)

[efileJLRNA@bowmanandbrooke.com](mailto:efileJLRNA@bowmanandbrooke.com)

[Bryan.Reynolds@bowmanandbrooke.com](mailto:Bryan.Reynolds@bowmanandbrooke.com)

- [ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- [X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- [ ] **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.
- [ ] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.
- [ ] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **August 11, 2023**, at Los Angeles, California.

Mishell Reyes

/s/ Mishell Reyes

Type or Print Name

Signature